

T-0082b.1

ENTERED
12/29/2017

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:	§		
	§		
2020 McGowan, LLC,	§	CASE NO.	17-32788-H2-11
	§		
DEBTOR	§		

ORDER ON MOTIONS FOR RELIEF FROM STAY

[Relates to Docket #36, #37, and #38]

On the 7th day of December, 2017, came on for hearing motions for relief from stay filed by Stallion Funding, L.L.C. et al. including (1) Motion for Relief from the Stay Regarding Non-Exempt Property (Lots 1-12, Block 1, Viewpoint Square Replat No. 2) [Doc. 36], (2) Motion for Relief from the Stay Regarding Non-Exempt Property (Lots 13-17, Block 1, Viewpoint Square Replat No. 2) [Doc. 37], and Motion for Relief from the Stay Regarding Non-Exempt Property (Lots 18-23, Block 1, Viewpoint Square Replat No. 2). [Doc. 38] After the commencement and presentation of evidence by Stallion Funding, L.L.C. et al., Movants and Debtor reached an interim agreement.

By AGREEMENT of the parties, **IT IS ORDERED** that the automatic stay of 11 U.S.C. § 362(a) is modified, and shall remain in place except as provided below:

- a. Stallion Funding, LLC and other holders of subject properties and Deeds of Trust may immediately post the improved real property they assert a lien by a Deed of Trust for foreclosure for January, 2018, and each successive month thereafter, but shall not conduct a scheduled foreclose unless there is a violation of any of the terms of this Order;
- b. The Debtor shall pay adequate protection to Stallion Funding, LLC in the

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amount of \$13,500.00 each week beginning Friday, December 22, 2017;

- c. The weekly adequate protection payments shall be made by cash or bank cashier's check by twelve-noon commencing Friday, December 22, 2017, and each successive Friday thereafter thru and including February 2, 2017; each adequate protection payment made to Stallion Funding L.L.C. shall be tendered and timely delivered to Stallion's counsel, William S. Chesney, III, at 9225 Katy Freeway, Ste. 250, Houston, Texas 77024;
- d. The Debtor shall maintain casualty and liability insurance compliant with the existing loan documentation, naming Stallion Funding, L.L.C. and the U.S. Trustee as additional insureds, and provide proof of coverage to Stallion Funding, L.L.C. and the U.S. Trustee within three (3) days from the date of this Order;
- e. In the event of default of the payment of adequate protection payments by Debtor to Stallion Funding, L.L.C. as provided in this Order, the stay shall automatically lift as to the subject properties and Stallion Funding, L.L.C. shall be entitled to proceed and exercise its state court remedies including foreclosure of the applicable Deeds of Trust.
- f. Stallion Funding, LLC shall provide unfettered access to the properties to the Debtor.

And it is further **IT IS ORDERED** that notice of any alleged default shall first be given to the alleged defaulting party, with any disputes to be determined by the Court on an emergency basis by Motion filed with the Court, and

IT IS ORDERED that a continued hearing on the three (3) Motions filed by Stallion Funding, L.L.C. shall be held on February 7, 2018 at 2:00pm.

Signed: December 29, 2017.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE